03-04-16A11:22 RCYD

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTA

CERTIFIED SMALL BUSINESS LISTING FOR THE NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.8 (REV 2/2011)

BIDDER NAME Myers and Sons Construction, LP

CONTRACT NO. 03 - 0G0404

List the description of work, name, telephone number, certification number, and dollar amount of each certified small business who will be employed on this project. Failure to provide this information may be cause for denial of the non-small business subcontractor preference. Attach additional sheets if necessary.

Submit to:

MSC 43 OFFICE ENGINEER **DEPARTMENT OF TRANSPORTATION 1727 30TH STREET** SACRAMENTO, CA 95816-7005

_	Bid Item Number	Description of Work, Service, or Materials	Certified Small Business (Name, Telephone No., and Certification No.)	\$ Amount
1,11, 30-		LCP, Remove + Place Striping + Markers, Mob for Mallard Construction work	Mallard Construction Inc. 714-785-5394 # 1748928	\$52,360.00
17	, 46	Prepare Concrete Bridge Deck Surface, Mob for Heir & Sonwork	Heir & Son Construction Inc. 530-415-4777 #57477	\$ 14,739. 5 <u>2</u>
15	, 24, 27	Cold Plane, Minor HMA, Tack Cont	Martin General Engineering, Inc. 916-335-8101 #0038398	# 54,635,00
	14,22, 3	Remove AC Dike, Remove AC Surfacing, Remove Chip Seal, Grind Concrete Pavement	ABSL Construction 916-379-0442 A 005270	\$ 77,807.°°
F (foe Goehring Person to Contact (916) 283-9950 Area Code) Telepho		Total Claimed Participation	\$ 301, 296, 28 33,54 % of Contract

Second Bidder 4-16A11:22 RCVD

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CERTIFIED SMALL BUSINESS LISTING FOR THE NON-SMALL BUSINESS PREFERENCE DES-OE-0102.8 (REV 2/2011)

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Submit to:

MSC 43
OFFICE ENGINEER
DEPARTMENT OF TRANSPORTATION
1727 30TH STREET
SACRAMENTO, CA 95816-7005

			1
Bid Item Number	Description of Work, Service, or Materials	Certified Small Business (Name, Telephone No., and Certification No.)	\$ Amount
2	Construction Area Signs	Highway Specialty Co. \$30-949-5681 \$155950	\$ 5,795.00
31	Sawcutting	Austin Enterprise 661-589-1001 # 13602	\$ 6,950.00
18,21	Furnish Polyester Concrete Overby, Furnish Bridge Ocek Treatment Material	Kvik Bond Polymers 866-434-1772 #25239	# 89,509. 76
Joe Goehring Person to Contact (916) 283-9950 (Area Code) Teleph		Total Claimed Participation	\$ See First page % of Contract



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MALLARD CONSTRUCTION INC - #1748928

Supplier Profile

Legal Business Name

MALLARD CONSTRUCTION INC

Doing Business As

MALLARD CONSTRUCTION INC.

Address

1762 N. NEVILLE ST

Phone

(760) 550-1645

ORANGE, CA 92865

FAX

(714) 974-1753

Email

Business Types

Construction

Non-Manufacturer

Service Areas

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno,

Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bemardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,

Keywords

Highway Safety Road Signs Stripping Road Signs Road Sign Structures Road K-Rail Road

Dividers Traffic Control Roofing Waterproofing Metal Roofing Siding Below Grade Waterproofing

Construction License Types B - General Building Contractor

C-31 - Construction Zone Traffic Control Contractor

C-32 - Parking and Highway Improvement

C-39 - Roofing

SILTATE

D-06 - Concrete Related Services D-38 - Sand and Water Blasting

D-42 - Sign Installation D-64 - Non-specialized

Classifications

721410 - Highway and road construction services

Active Certifications

TYPE	STATUS	FROM	то
SB	Approved	Nov 4, 2013	Nov 30, 2016
DVBE	Approved	Nov 4, 2013	Nov 30, 2016

Certification History

TYPE

.,,_	OIAIOO	TICON	10
DVBE	Expired	Dec 18, 2012	Dec 31, 2013
SB	Expired	Dec 18, 2012	Dec 31, 2013

EDOM

TO



MALLARD CONSTRUCTION INC.

A DVBE UNION CONTRACTOR - Laborers Local # 1184

a SB/DVBE/SDVOSB Company DGS CERT # 1748928 CSLB # 826607 LIC CLASS B, C-31, C-32, D-06, D-38, D-42, D-64

638 W. Southern Ave. Orange CA. 92865 Ph. (714) 785-5394 Fax (714) 974-1753 E-MAIL: GARY@MALLARDINC.COM

Quote No:

GR-2040

Agency;

Caltrans

Addenda Noted:

DIR Number:

1000007027

Project:

Contract 03-0G0404 - Rehabilitate Bridge Decks

Estimator: **Gary Rivers**

Email Address: gary@mallardinc.com

Bid Date:	3/3/2016			Cell Phone	714-785-5394
Item	Item Description	Quantity	Unit	Unit Price	Extended Price
1 11 12 38 39 40 41 42 43 44 45 46	Lead Compliance Plan (For Non Hazardous Stripe Removals) Remove Thermoplastic Traffic Stripe Remove Thermoplastic Pavement Marking 4" Permanent Tape Traffic Stripe 6" Permanent Tape Traffic Stripe 8" Permanent Tape Traffic Stripe (Broken 12-3) Permanent Tape Pavement Marking 4" Permanent Tape Traffic Stripe (Broken 36-12) 4" Permanent Tape Traffic Stripe (Broken 17-7) Pavement Marker (Retroreflective) Mobilization Excludes Traffic Control for Mallard Forces. A total of 5 Shifts will be required to complete the above stated line items	1 1,570 15 3,190 940 900 370 199 2,180 300 240	LS LF	\$ 1,000.00 \$ 4.00 \$ 100.00 \$ 3.00 \$ 6.50 \$ 7.00 \$ 15.00 \$ 2.00 \$ 2.00 \$ 5.00 \$ 10,000.00	\$ 1,000.00 \$ 6,280.00 \$ 1,500.00
<u> </u>			201200	BID TOTAL:	\$ 52,360.00

Project Terms & Conditions:

- A. A minimum of 15 working days prior notification is required for each move- in. Mailard Const. will not be impacted by Liquidated Damages assessed by the Contractor / Agency due to an inadequate amount of time to completed Mallard Construction Operations. General Contractor is to submit in writing a project schedule prior to the above noted working day requirement,
- B. The following materials and services are included in this quote: Thermoplastic [No], Tape [Yes], Markers [Yes], Traffic Signs-Striping Plans Only [No], Mast Arm Signs - To be Supplied Only [No], Thermo/ Paint removal [Yes], Marker removal [Yes], Temporary striping [RPM], Temp tab removal [No], Post "No Parking" Signs [No], Curb Painting (No), Channelizers [No]
- C. Total move-ins included in this quote for Permanent Striping / Striping Removals will be as noted: Additional Cost for BC Traffic to remobilize it's Crew will be charge at the following cost:

2 EA

- \$ 5,500.00 EA
- D. No Traffic control is included in this quote. Traffic control when included in this quote is only for Mallard Const. Operations. E. If General Contractor or any of its sub-contractors work within Mallerd Const. traffic control, the expense will be shared
- accordingly at Mallard Const. discretion. No advance posting, signing, or CMS is included for Mallard Const. traffic control. F. Prime Contractor to provide us with a JOBSITE secure area for temporary storage of all hazardous stripe removal debris.
- G. Prime Contractor to provide disposal area & dispose of all non-hazardous stripe & marker debris. Disposal area to be on site
- H. Pre-striping pavement preparation, including sweeping, concrete curing material removal are to be provided by others.

- i. If Bonding is required Please add 3% to the total bid price. A minimum price of \$ 400.00 will be required for all bonds.
- L. Contractor is responsible for markings of all sign & post installations. It's Contractor's responsibility to install & remove USA Markings.
- K. Upon Award of Contract, Mallard Const. will Submit its weather policy statement that will become a binding document to the contract.
- L. Contractor is responsible for markings of all sign & post installations. It's Contractor's responsibility to remove USA Markings.

Payment Terms:

Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly payments must be received in full by Mallard Const. no later than 10 calendar days after the Contractor receives payment from Owner for our completed work. Delinquent payments will be subject to the highest interest rate allowed by law.

Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payments to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payments to Mallard Const. Full retention to be released no later than thirty (30) days after completion of Mallard Const. work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.

General Terms & Conditions

NOTE: All contracts must be written to our legal corporate name "Mallard Construction, Inc."

Mallard Const. requires a written contract, purchase order or signed quote prior to the start of work.

Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like to be provided by others.

Prices are based on Plans & Specifications available at bid time, including all addenda. Any request for work (post bid) under conditions differing from those represented by the Prime Contract Documents, including but not limited to; altered phasing or staging, design changes, modified layout resulting from plan errors or inaccurate designs, will require payment for additional work to be made to Mallard Const. at an amount agreed upon prior to performing this work. If an amount cannot be agreed upon prior to performing the additional work the amount will be determined using Caltrans Force Account Rates or unit prices established in the bid pricing schedule, or a combination thereof; whichever method results in a higher overall payment.

Mallard Const. is not responsible for delays caused by and or resulting from activities or non activities of others, including but not not limited to, owner, contractor, vendors, suppliers, other subcontractors and other factors not in direct control of Mallard Const. For the delays caused by the aforementioned, Mallard Const. will be reimbursed for all direct and indirect costs plus a mark up of forty percent (40%), or as specified and allowed by the Prime Contract if the delays are caused by the Owner / Agency. Mallard Const. will be granted an extension of time to perform its work tantamount to the delays.

Price Includes General Liability Insurance coverage up to Two Million Dollars, Auto Liability up to One Million Dollars, and Umbrella Liability up to Five Million Dollars. Bid Price does not includes cost for insurance requirement beyond that requirement. Price does not include any special insurance requirement (i.e. Railroad Insurance, etc.). An additional cost will be required for this type of policy.

Mallard Const. requires fifteen (15) working days notice prior to commencement of any production activity. If any of Mallard Const. work will be a controlling operation on the critical path of this project, Mallard Const. must be notified in writing prior to execution of the Subcontract Agreement and provided with a CPM schedule which details this work. Failure to provide this information will waive the Contractor's right to recover liquidated damages from Mallard Const. for this work.

All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to Mallard Const. performing this work.

For the purpose of this Subcontract Quotation one (1) move-in is considered to be: a period of consecutive eight (8) hour days of continuous work, not including weekends and holidays. Any discontinuities in this period, other than weekends and holidays, or for our own convenience, will be charged as an additional move-in at the Addition Move-in Charge as quoted herein.

Mallard Const. must receive a letter of intent to award us the subcontract no later than (30) calendar days after bid date or this Subcontract Quotation becomes null and void. Also, This quote shall become a part of any and all subcontract agreements and / or purchases orders related to the project. Violation of this action can nullify this proposal.

Submitted	by:	Gary Rivers, Estimating Manager
Cell Phone	714-	785-5394, Fax Number 714-974-1753

I hereby acc	ept all terms and conditions of this proposal and that this proposal will l	be incorporated into all	contract agreement
Signature:		Print Name:	
Company:		Position:	

Department of General Services BUILDING GREEN - BUYING GREEN - WORKING GREEN

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T&G Construction Inc. - #57477

Supplier Profile

Legal Business Name

T&G Construction Inc.

Doing Business As

T&G Construction Inc.

Address

1040 LINCOLN ROAD - MB #160

YUBA CITY, CA 95991

Phone

(530) 415-4777

FAX

(916) 463-9041

Email

pete2150@yahoo.com

Business Types

Construction

Service Areas

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno,

Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin,

Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,

Keywords

Bridge repair and maintenance. Traffic Signs, Stripe Removal, Abrasive blasting.

Construction License Types A - General Engineering

Classifications

301217 - Road and railroad construction materials 721410 - Highway and road construction services 721527 - Concrete installation and repair services

Active Certifications

FROM	то
Feb 11 2014	Feb 28, 2017
	Feb 11, 2014

Certification History

 TYPE	STATUS	FROM	то	
SB (Micro)	Expired	Jan 4, 2012	Jan 31, 2014	
SB (Micro)	Expired	Dec 1, 2009	Dec 31, 2011	
SB (Micro)	Expired	Aug 25, 2008	Aug 31, 2009	

Heir & Son Construction Inc (Formerly) T&G Construction Inc. 1040 Lincoln Road #160 Yuba City, CA. 95991

Phone: 530-415-4777 Fax: 916-463-9041

Sub-bid Quote Contractor License #920906

Small Business #57477

CA DIR#

1000013234

DBE Firm # 42780

Current Date: 3/3/2016

Bid Date: 3/3/2016

Project: Bid # 03-0G0404

In Sacramento County At Various Locations

Item #11 Remvoe Thermo Traffic Stripe 1570 LF@ 1.25

\$ 1,962.50

Item #12 Remvoe Thermo Pavement Marking 15 sqft @ \$50

750.00

Item #1% Prepare Concrete Deck-

\$ 800.00

Heir & Son reserves the right to withdraw proposal if written acceptance is not received within 75 days of bid installation or removal of temporary delineation.

Quote Prepared By,

Mobilization Cost

Peter Heir - 530-415-4777

Clarifications

H&S Construction is not responsible for off-hauling or removing any trash, material or waste generated from normal construction activities. Prime Contractor is to provide a dumpster for waste generated onsite.

Above bid includes a single mobilization. Any additional mobilizations will be \$500.00.

H&S Construction requires a 14 day notification prior to mobilization onsite.



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MARTIN GENERAL ENGINEERING INC - #38398

Supplier Profile

Legal Business Name

MARTIN GENERAL ENGINEERING INC

Doing Business As

MARTIN GENERAL ENGINEERING INC

Address

12485 QUICKSILVER DR

Phone

(916) 355-8101

RANCHO CORDOVA, CA 95742

FAX

(916) 355-8108

Email

amartin@martingeneral.net

Business Types

Construction

Service Areas

Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kern, Kings,

Madera, Marin, Mariposa, Merced, Napa, Nevada, Placer, Sacramento, San Joaquin, Sierra,

Solano, Sonoma, Stanislaus, Sutter, Tulare, Tuolumne, Yolo, Yuba,

Keywords

PAVING CONCRETE CURB GUTTER SIDEWALK GRADING EXCAVATION EARTHWORK

UNDERGROUND UTILITIES

Construction License Types A - General Engineering

Classifications

721410 - Highway and road construction services

721411 - Infrastructure building and surfacing and paving services 721413 - Athletic and recreational facility construction service 721414 - Detention facility construction and repair services

721415 - Land preparation services

721416 - Mass transit system construction services 721527 - Concrete installation and repair services

721531 - Athletic and recreational facility construction services

721537 - Parking facility construction and equipment installation and maintenance and repair

721540 - Specialty building and trades services

831015 - Water and sewer utilities

Active Certifications

TYPE **STATUS FROM** TO SB Approved Jan 8, 2014 Jan 31, 2017

Certification History

TYPE	STATUS	FROM	то
SB	Expired	Mar 5, 2013	Mar 31, 2014
SB	Expired	Dec 7, 2011	Dec 31, 2012
SB	Expired	Dec 9, 2010	Dec 31, 2011
SB	Expired	Jan 6, 2010	Jan 31, 2011
SB	Expired	Sep 3, 2008	Sep 30, 2009

SB	Expired	Sep 19, 2007	Sep 30, 2008
SB	Expired	Oct 31, 2006	Oct 31, 2007
SB	Expired	Nov 30, 2005	Oct 31, 2006
SB	Expired	Nov 22, 2004	Oct 31, 2005



Martin General Engineering, Inc.

General Engineering Contractors
12485 Quicksilver Dr. Rancho Cordova, CA 95742
Tel (916) 355-8101 - Fax (916) 355-8108
Grading - Paving - Excavation - Concrete Flatwork
"Serving the Greater Secremento Area since 2004"

Union Signatory
Operators 3
Laborers 185
Masons 600

Ca DOT - SMBE & DBE # 34783 City of Sac ESBD # MAG5100000P Ca SBE # 0038398 Members of

DIR: 1000001824

Submitted To:

ESTIMATOR

Job Title:

Caltrans 03-0G040

Job Address: District 3 Bid Date: 3/3/2016

Expiration Date: 4/2/2016

We are pleased to submit estimates for the following items:

# Description	UM.	Qty	Unit Price	Extension
15 COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	770	\$9.50	\$7,315.00
24 MINOR HOT MIX ASPHALT * Supply and install material only for paving operation no	ot dike work	210	\$217.00	\$45,570.00
27 TACK COAT * Supply and install material only for paving operation no	t dike work	0.70	\$2,500.00	\$1,750.00

* ONE NIGHT OF TC AND LIGHT TOWERS WILL BE NEEDED

* WORK TO BE COMPLETED OVER ONE NIGHT. SHOULD TWO NIGHTS BE NEEDED DUE TO CONCRETE GRINDING ADD \$10,000

We hereby propose to furnish material and labor - complete in accordance with above specifications, for the sum of:

Fifty Four Thousand Six Hundred Thirty Five and NO/100 Dollars

\$54,635.00

Payment to be made NET 30 days.

Late Payment Subject To 1.5% per month interest penalty. All collection costs and / or attorney fees to be paid by buyer.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

PROPOSAL PREPARED BY-ADRIAN MARTIN- ESTIMATOR

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal -

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date ____



Exclusions / Stipulations

- * Move-In Clause: this quote is based on one move-in. Price based on all areas being available prior to mobilization.

 Additional cost for mobilization will be at \$10,000 / ea.
- * Staging area and water source to be provided by Prime Contractor near location 9.
- Price based on the estimated quantities. Should this quantity fall below the estimated quantity(ies), MGE reserves
 the right to adjust the unit price.
- Excludes handling of spoils generated by others.
- * Listed bid Items are inclusive. Items not specifically included are considered to be excluded.
- * Traffic Control is excluded.
- * Adjustment of underground utility covers and/or any work associated thereof is excluded.
- * Testing, Surveying & Staking, Erosion Control, Air Monitoring, Dust Control, Sanitary Facilities, Temporary Controls, Corrective Grinding, Access Stabilization, Header Board, Soil Sterilant are excluded.
- Prime Coat, Seal Coat, Slurry Seal, Striping & Signage are excluded...
- Air monitoring, dust mitigation plan & protection for airborne asbestos is excluded.
- * Water pollution control plan, erosion control devices, access stabilization, drop inlet filter bags are excluded.
- Weekend work is excluded.
- Paving to be placed only at ambient temperatures of 50°F and rising. MGE can't / will not guarantee the quality of the ACHM placement below this temperature.

Special Conditions

- 1 <u>Contract Execution Clause</u>: This quote becomes valid only by virtue of being incorporated into the subcontract agreement (i.e. as an exhibit / part / or appendix) in its entirety, no exceptions
- 2 Standard Work Clause: All work included in this proposal is to be performed with conventional paving equipment. There is no allowance for specialized work or phasing provided in this quote to prosecute the work when abnormal site conditions, adverse weather, or other unknown conditions beyond our control might exist.
- 3 Stand-by Clause: All standby labor, equipment and trucking costs resulting from delays or disruptions caused by others will be paid on a time and material basis.
- Working Hours Clause: This price is based on placing the asphalt concrete during the specified working shift and in a continual operation. Should the inspecting agency cause delays as a result of inadequate ambient and ground temperature or adverses atmospheric conditions, the Owner or Prime Contractor will be responsible for all labor and equipment stand-by charges.
- 5 <u>Minimum Tonnage Clause</u>: This quote is based on all areas being availbate at one time.
- 6 Oil Escalation Clause: This quote is based on the oil rack price of the date of bid. Should the oil rack price rise so shall this quote.
- 7 Insurance Liability Clause: Coverage in excess of \$1,000,000 and Waiver of Subrogation for workers compensation insurance is excluded. Additional Liability for Waiver of Subrogation coverage costs will be extra.

Standard Exclusions: All tests, Permits, Bonds, Staking, Surveying, Design / Engineering, Multiple Move-ins, Weekend Work, Bidg. Structure Demo / Excavation / Backfill, Overexcavation / Replacement / Removal / Compaction of Unsuitable / Saturated Materials, Import / Export of Material for Design Subgrade Elevations, Finish / Site / Landscape Grading, Topsoll, Planter Backfill, Underground Utilities, Relocation / Repair / Replacement / Damage caused by all Underground Obstructions / Utilities / Vaults / Boxes not on plan or visible by sight, Sawcutting, Concrete, Base Material under Concrete, Removal / Replacement of Permanent / Temporary Fence, Street Cleaning, Header Board, Prime Coats, Seal Coats, Fog Seals, Striping, Signage, Additional Costs associated with rain damage during project. This quote is to become a binding part of any contract as a result of this bid.

This quote is only for the purpose of establishing a price for the work as outlined. In the event we are low bidder, a formal contract suitable to both parties shall be prepared and fully executed, and neither party shall be bound until such contract is executed. The terms and conditions of this quote shall become part of any contract or subcontract as a result of accepting this bid. This proposal is good for thirty (30) days from the date heron, after which MGE, inc.

Department of General Services

BUILDING GREEN BUYING GREEN WORKING GREEN

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ABSL Construction - #1513900

Supplier Profile

Legal Business Name

ABSL Construction

Doing Business As

ABSL Construction

Address

29393 Pacific St.

Phone

(510) 727-0900

HAYWARD, CA 94544

FAX

(510) 727-0910

Email

daryl@abslconstruction.com

Web Page

http://www.abs/construction.com

Business Types

Construction

Service Areas

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno,

Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin,

Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,

Keywords

cold planing grinding roadway excavation grooving

Construction License Types A - General Engineering

B - General Building Contractor

Classifications

721410 - Highway and road construction services

721411 - Infrastructure building and surfacing and paving services

Active Certifications

TYPE	STATUS	FROM	то
SB	Approved	Feb 11, 2014	Feb 28, 2018

Certification History

TYPE	STATUS	FROM	то	-33
SB	Expired	Feb 28, 2013	Feb 28, 2014	
SB	Expired	Feb 2, 2012	Feb 28, 2013	
SB	Denied			

ABSL Construction

DIR#1000002818

8435 24^{lh} Ave, Sacramento, Ca. 95826 TE: (916) 379-0442 Fax: (916) 379-0443

Contractors License A 621781
SMBE & DBE Certification CT-005270

Bid Quotation AC Grinding

Project Name:

Ca Dot Rehabilitate Bridge Decks

Project Number:

03-0G0404

Bid Date:

3-3-2016

Location:

Sacramento County

BID, Grinder with fine tooth drum

UNIT PRICE:

 (13) Remove AC dike
 120LF @ \$16.00LF
 TOTAL: \$1,920

 (14) Remove AC surfacing
 13,984SF @ \$.72SF
 TOTAL: \$10,069

 (15) Cold Plane AC pavement
 770SY @ \$ 12.35SY
 TOTAL: \$9,510

 (28) Grind Concrete Pavement
 740SY @ \$ 12.31
 TOTAL: \$9,110

Price includes cut, load, initial sweep and haul. Any changes to quantities changes price.

Contractor to provide water and skip loader for support. Items 13,15,28 to be completed in up to 2 shifts. Any extra shifts billed at \$7000 a shift. Item 14 to be completed in 1 shift. If needed for time we reserve the right to work weekend shift with no penalty.

BID, Diamond Grinder

UNIT PRICE:

(22) Remove Chip/Seal ~

\$1.30SF@ \$43,622SF

TOTAL: \$56,708

Water source to be supplied by contractor within 5 miles of job site. This price includes slurry disposal. Any changes to quantities changes price.

Provisions:

Contractor to/provide water, traffic control, lights, and any other items needed for support.

Detail work to be completed by contractor for areas our onsite equipment can't access. ABSL to be paid for the full quantities of the bridge deck including areas considered detail work to be done by contractor (ex. Next to median walls low spots, etc..) Any standby time caused by contractor or owner to be billed at T&M plus 10%.

Sweeping/and or washing after grinding with diamond grinder if needed to be completed by contractor.

ABSL Construction will grind as close as possible to existing manholes, water valves, and other obstructions in cutting plane. Handwork and placing temporary asphalt tapers around these objects or at pavement edge for safety requirements are excluded.

Contractor to provide water or water meter and provide traffic control during operation.

All areas to be ground shall be clearly marked by the general or the job inspector.

Anything not specifically included in this price should be considered excluded.

ABSL Construction does not accept backcharges due to machine breakdown during operation.

All costs due to the equipment breakdown will not be charged to ABSL Construction.

ABSL does not accept force account rates or retention.

ABSL Construction

8435 24th Ave, Sacramento, Ca. 95826 TE: (916) 379-0442 Fax: (916) 379-0443

Contractors License A 621781 SMBE & DBE Certification CT-005270

GRINDING JOB AGREEMENT

The prices set forth above are based on the following assumptions and are subject to change under conditions set forth below.

- All areas to be ground shall be clearly marked by the General Contractor or Inspector before grinding operation starts.
- 2) A minimum daily rate is any part of an 8 hour day and overtime will be charged for work done other than a regular weekday shift.
- 3) A minimum of two weeks notice is requested to schedule move in. Machines are on a first come first served basis subject to availability. A 72 hours notice of change in schedule is requested.
- 4) Modification to the work may require a change in the quote.
- 5) Unless otherwise indicated the unit prices are based on ABSL performing all the work included on the proposal. If ABSL does not receive a contract for all the work, the unit prices are subject to adjustment.
- 6) The unit prices are based on the estimated quantities in the bid proposal. If the quantity of the item changes by 25% or more the unit price is subject to equitable adjustment.
- Prices are good for 30 days of the date of this proposal, after that date the prices are subject to adjustment.
- 8) Downtime for equipment becoming stuck in wet or muddy sub-grade conditions will be charged at a stand-by time rate until removed. Additional equipment required for removal will be charged at a time and materials basis.
- 9) This proposal to be attached and made part of any and all resulting contracts.
- 10) The above price does not include permits, fees, bonding, state or local taxes.
- 11) This is a proposal only for the purpose of establishing a price for work as outlined. In the event ABSL is the low bidder a formal contract or PO suitable to both parties shall be prepared and fully executed.
- 12) Repairs of damage to ABSL equipment due to unmarked or buried obstructions; i.e. valve boxes, manholes covers, concrete, steel fence posts, steel pipe or excessive depth asphalt will be billed at time and material for repairs.
- 13) Items not specifically included are considered to be excluded. If you have any questions please call.

Thank You,

Todd Wheeler 916-284-3598



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Highway Specialty Company Inc. - #1559500

Supplier Profile

Legal Business Name

Highway Specialty Company Inc.

Doing Business As

Highway Specialty Company Inc.

Address

P.O. BOX 141

Phone

(530) 949-5681

PALO CEDRO, CA 96073

FAX

(855) 846-5806

Email Web Page Gerilee@HighwaySpecialty.com

http://HIGHWAYSPECIALTY.COM

Business Types

Construction

Service

Service Areas

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno,

Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin,

Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bemardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,

Keywords

Roadside signs Construction area signs traffic control delineators

Construction License Types C-31 - Construction Zone Traffic Control Contractor

C-61 - Limited Specialty D-42 - Sign Installation

Classifications

461615 - Traffic control 551217 - Signage

551219 - Signage equipment

721410 - Highway and road construction services

Active Certifications

TYPE	STATUS	FROM	ТО	
SB (Micro)	Approved	May 3, 2013	May 31, 2017	

Certification History

TYPE	STATUS	FROM	то

SB (Micro)

Expired

Mar 22, 2011

Mar 31, 2013

To:

9166149520@rcfax.com

From:

DUSTAN CURRIER

HIGHWAY SPECIALTY CO

Phone:

Phone:

(530) 338-3218 * 102

Fax Phone: +19166149520

Fax Phone: (530) 338-3218

Date:

03/03/2016

Pages including

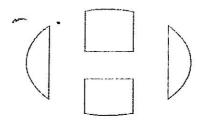
3

cover sheet:

Note:

BIDDING TODAY, CALTRANS 03-0G0404

Page 1 of 1



Highway Specialty Co.

TRAFFIC SAFETY SUPPLY, TRAFFIC CONTROL

PO BOX 141 PALO CEDRO, CA 96073
LICENSE # 1003147, A UNION CONTRACTOR
PHONE 530-949-5681 FAX 855-846-5806
CALIFORNIA CERTIFIED SMALL BUSINESS
1559500

DIR REGISTRATION # 1000022123

Dustan@HighwaySpecialty.com

ATTENTION ESTIMATOR:

March 2, 2016 QUOTE VALID FOR 30 DAYS

PROJECT: Rehabilitate Bridge Decks

CONTRACT #: 03-0G0404 BID DATE: March 3, 2016

FED AID #:

FROM: DUSTAN CURRIER

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
2	CONSTRUCTION AREA SIGNS	LS.	1	\$ 5,795.00 \$	5,795,00
_4	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	LS	ı ı		HED RATE SHEET

A CONTRACT AND 10 WORKING DAYS WRITTEN NOTICE REQUIRED FOR SCHEDULING

PRICE FOR CAS INCLUDES STATIONARY MOUNTED SIGNS SHOWN IN PLAN SHEETS ONLY

NUMBER OF MOBILIZATIONS: 2. PRICE PER ADDITIONAL MOVE-IN; \$850

SHOULDER CLOSURES, WHEN REQUIRED FOR HIGHWAY SPECIALTY OPERATIONS, ARE INCLUDED.

HIGHWAY SPECIALTY EXCLUDES ANY AND ALL CORING, CUTTING OF BATCHING OF AC OR CONCRETE.

ALL SIGN AND DELINEATOR USA LOCATION MARK OUT TO BE DONE OTHERS AND MUST BE COMPLETED PRIOR TO HIGHWAY SPECIALTY NOTIFYING

UNDERGROUND SERVICE ALERT AND STARTING WORK.

PRICE FOR CONSTRUCTION AREA SIGNS INCUDES INSTALL DEMOVAL. NITIAL COVERING IF REQUIRED AND DATING OF RAMP SIGNS, NO MAINTENANCE.

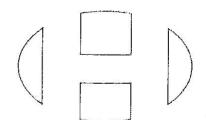
CAS PRICE EXCLUDES CHANGEABLE MESSAGE SIGNS

ALL CONSTRUCTION AREA SIGNS ARE CONSIDERED RENTAL AND SHALL REMAIN THE SOLE PROPERTY OF HIGHWAY SPECIALTY, PRIME CONTRACTOR

WIL BE CHARGED FULL REPLACEMENT COSTS FOR ANY SIGNS MISSING OR DAMAGED AT THE END OF CONTRACT.

SHOULD THIS QUOTE BE ACCEPTED BY THE PRIME CONTRACTOR, THESE DETAILS IN THEIR ENTIRETY MUST BE INCLUDED IN THE SUBCONTRACT.

THANK YOU FOR THE OPPORTUNITY TO PROVIDE PRICING FOR YOUR SIGN AND TRAFFIC CONTROL NEEDS. PLEASE FEEL FREE TO CONTACT ME AT (530)949-5661 OR VIA EMAIL AT DUSTAN@HIGHWAYSPECIALTY.COM



Highway Specialty Co.

TRAFFIC SAFETY SUPPLY, TRAFFIC CONTROL

C31, C61-D42 License Number: 1003147

Union Contractor

PO BOX 141 PALO CEDRO, CA 96073 Phone: 530-949-5681 Fax: 855-846-5806

SANTA ROSA, CA 95409 Phone: 707-992-5681 Fax: 855-846-5806

CALIFORNIA CERTIFIED SMALL BUSINESS # 1559500 DIR REGISTRATION # 1000022123

Dustan@HighwaySpecialty.com

	03-0G0404 March 3, 2016		
	: DUSTAN CURRIER		
ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
· 5 5 - 3 - 3 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4	2 FLAGGERS	8HR DAY/NIGHT	
	EACH ADDITIONAL FLAGGER / PRE FLAGGER	8HR DAY/NIGHT	
	FLAG OVERTIME FOR EACH PERSON	HOUR	
	PILOT CAR: 8 HR	DAY/NIGHT	
and the	PORTABLE RUMBLE STRIPS	DAY/NIGHT	
	LANE CLOSURE: 1 PERSON 8 HR MINIMUM** (INCLUDES 300 CONES, UP TO 2 ARROW BOARDS)	DAY/NIGHT	\$950.00
	LANE CLOSURE: 2 PERSON 8 HR MINIMUM (INCLUDES 300 CONES, UP TO 2 ARROW BOARDS)	DAY/NIGHT	\$1,350.00
	OVERTIME FOR LANE CLOSURE: PER PERSON	HOUR	\$110.00
	ADDITIONAL LANE CLOSURE	EACH	\$100.00
		DAY	\$200.00
	PORTABLE CHANGEABLE MESSAGE BOARD SIGN	WEEK	\$400.00
40		4 WEEK	\$1,000.00
	TRUCK MOUNTED ATTENUATOR RENTAL	8HR DAY/NIGHT	\$890.00
	(operated)	OVERTIME	\$110.00
	TRUCK MOUNTED ATTENUATOR RENTAL	WEEKLY	\$1,600.00
	(bare rental)	MONTHLY	\$3,600.00
	ARROW BOARD RENTAL	WEEKLY	\$185.00
		MONTHLY	\$585.00
	LIGHT TOWER RENTAL	DAILY	\$65.00
	DELIVERY OF EQUIPMENT CHARGE	EACH	\$85.00
0.70.00.5	SUBSISTENCE PER PERSON, PER DAY		100 to 10
J TO PROV	IDE BREAK AND LUNCH RELIEF FOR FLAGGERS OR PAY	APPLICABLE OVERTIME	
- IS CONSI	STING OF LESS THAN 3 CONSECUTIVE DAYS WILL INCUF	\$300 MOBILIZATION CHARGE	

THANK YOU FOR THE OPPORTUNITY TO PROVIDE PRICING FOR YOUR SIGN AND TRAFFIC CONTROL NEEDS.

Department of General Services BUILDING GREEN - BUYING GREEN - WORKING GREEN

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Need assistance? Contact us or call 800-990-9339

Austin Enterprise - #1619

Supplier Profile

Legal Business Name

CALIFORNIA GRINDING SPECIALTIES INC

Doing Business As

Austin Enterprise

Address

PO BOX 81926

Phone

(661) 589-1001

BAKERSFIELD, CA 93380

FAX

(661) 589-9509

Email

paustin@austin-enterprise.com

Business Types

Construction

Service Areas

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno,

Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin,

Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma,

Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,

Keywords

GENERAL ENGINEERING HWY/ ROADS SAWCUT GRIND CORE WALLSAW DOWEL

DRILLING SILICONE & COMPRESSION SEALANT BACKHOE SIGNAGE MESSAGE BOARD &

ARROWBOARD RENTAL SAW & SEAL RUNWAYS Crack Seal & Treatment

Construction License Types A - General Engineering

D-06 - Concrete Related Services

Classifications

721410 - Highway and road construction services 721527 - Concrete installation and repair services 721540 - Specialty building and trades services

Active Certifications

TYPE

STATUS

FROM

TO

SB

Approved

Jan 24, 2014

Jan 31, 2017

Certification History

TYPE	STATUS	FROM	то
SB	Expired	Nov 20, 2012	Nov 30, 2013
SB	Expired	Jul 5, 2011	Jul 31, 2012
SB	Expired	Jul 1, 2010	Jul 31, 2011
SB	Expired	Jun 12, 2009	Jun 29, 2010
SB	Expired	May 23, 2008	Jun 12, 2009
SB	Denied	May 20, 2008	May 20, 2008
SB	Expired	May 8, 2007	May 31, 2008
SB	Expired	May 25, 2004	Apr 30, 2007

SB	Expired	Jul 12, 2001	Jun 30, 2004
SB	Denied	Mar 31, 1998	Mar 31, 1998

AUSTIN ENTERPRISE

License #764893

PO Box 81926 Bakersfield, CA, 93380 661-589-1001 FAX 589-9509

Certified DBE/MBE/WBE/UDBE CT #013602 DIR # 1000001896

Send to: Myers and Sons Construction	From: Neil /Darold
Attention: Estimator/Mike Lewis	Date: March 2, 2016
Fax number: 916-614-9520	Phone number: 916-283-9950
Urgent Reply ASAF Please comment Total pages, including cover: 3 Comments Project: CDOT #03-0G0404 Rt. 5, 50, 51 in Sacrame	
Bid Date: March 3, 2016	p ·

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STIN ENTERPRISE

License #764893

P.O. Box 81926 Bakersfield, CA, 93380 661-589-1001 FAX 589-9509

Certified DBE/MBE/WBE CT-13602

Certified UDBE

CT-13602

Dir # 1000001896

BID PROPOSAL

Contract: CDOT # 03-0G0404

Various Locations Sacramento

Bid Date: March 3, 2016

BID ITEM #31 / Structural Concrete Approach Slab Type R [portion]: 72 cy / Saw cut only

Conditions for above items:

- 1. Contractor to supply traffic control as required.
- 2. Contractor to provide layout and clear access to work area
- 3. Contractor to provide water source on site, approved slurry disposal site within 5 miles of jobsite and pay all fees.
- 4. Excludes capping of edge drains
- 5. 1 move in included, additional moves at \$1,300.00 each
- 6. Prior arrangements in writing are required for overtime work other than dictated by closure schedules
- 7. .Contractor to provide lighting and sufficient safety apparatus for protection of our workmen

Note *- Union Signatory, Insurance \$5,000,000.00 liability, No Bonding

Department of General Services

BUILDING GREEN - BUYLING GREEN - WORKING GREEN

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Need assistance?

Contact us

or call 800-990-9339

KWIK BOND POLYMERS LLC - #25239

Supplier Profile

Legal Business Name KWIK BONDS POLYMER II LLC

Doing Business As

KWIK BOND POLYMERS LLC

Address

923 Teal Dr

Phone

(866) 434-1772

BENICIA, CA 94510

FAX

(707) 746-7981

Email Web Page Randy@kwikbondpolymers.com

Dusiness Types

http://www.kwikbondpolymers.com

Business Types

Manufacturer

Service Areas

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter,

Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,

Keywords

MANUFACTURE CONCRETE SEALERS-PREDOMINANTLY FOR BRIDGE DECKS, MANUFACTURE & DISTRIBUTE-CONCRETE PATCHING SYSTEMS, MANUFACTURE &

DISTRIBUTE-BRIDGE DECK CONCRETE & CONCRETE ROADWAY PROTECTIVE AND WATER

REDUCING OVERLAY SYSTEMS, DISTRIBUTE DRY SAND & GRAVEL.

Classifications

312015 - Tape

312016 - Other adhesives and sealants 325520 - Adhesive Manufacturing

325991 - Custom Compounding of Purchased Resins

Active Certifications

TYPE	STATUS	FROM	то	
SB (Micro)	Approved	Mar 23, 2012	Mar 31, 2017	

Certification History

TYPE	STATUS	FROM	то
SB (Micro)	Expired	Apr 14, 2011	Apr 30, 2012
SB (Micro)	Expired	Mar 15, 2010	Apr 30, 2011
SB	Expired	Mar 3, 2009	Apr 30, 2010
SB	Denied	Feb 27, 2009	Feb 27, 2009
SB	Denied	Feb 27, 2009	Feb 27, 2009
SB	Expired	Oct 25, 2007	Dec 31, 2008
SB	Expired	Nov 5, 2001	Oct 31, 2003



Quotation

923 Teal Drive Benicia, CA 94510 (866) 434-1772 (p) (707) 746-7981

Quote #

16-1462

Contract #

03-0G0404

Bid Date

3/3/2016

California Small Business # 25239 merritt@kwikbondpolymers.com

Terms

net 30

Description	CF	CF Price	Total	
PPC 1121 Drums & 2-ton SS	815	\$56.00	\$45,640.00	
** Add \$1.50 per CF for Resin packaging in Totes**				
Estimated Freight			\$1,950.00	
		Sub Total	\$47,590.00	
Sales Tax 8.00%			\$3,651.20	
Note: If and dust is and and in the line		Total	\$51,241.20	

Note: If product is ordered in tankers and dropped at the job site, the demurrage fee is \$150/day plus a round trip "Bob Tail" charge of \$2.50/mile from tanker rental company to jobsite. PPC 1121 is sold by Volume. KBP has estimated the neat line quantity based on plan minimum thickness. Many projects will require more material than neat line quantities. Bidders are advised to include an appropriate escalation in their bid to account for waste. Sales Tax rate subject to change. Tech Service Fee - \$450/day plus all travel expenses- air, car hotel, expenses based on actual cost.

Freight is an estimate only and based on full truck load releases of material. Freight rates are subject to change without notice based on availability & current market prices at time of delivery. Actual freight costs for shipping all material and associated demurrage, back haul, and fuel surcharges charges will be billed to contractor.

*** PPC 1121 is a composite system that requires all components be supplied by Kwik Bond Polymers. Use of any materials in the polyester congrete not approved by KBP will void any warrantees and may result in product failure.

Inclusions: The amount of materials to produce average PPC unit weight of 135 lbs/cf and 12% resin content along with sufficient primer to meet spread rates according to special provisions or specifications. The estimate is developed on working temperatures of 70F. Colder temperatures may require additional accelerators and/or resin at an additional charge.

Lead Time: Contractors should allow maximum lead time, but not less than 5 weeks prior to delivery

Terms: Quotation is subject to Kwik Bond Polymers, LLC Standard Terms & Conditions in effect at the time of this quotation.

Delivery is subject to contractor being current on all obligations owed to Kwik Bond Polymers as of the date of requested delivery.

Quote must be signed and returned within 60 days of quote date Prices are valld through 12-31-2016

Merritt Hanson- Kwik Bond Polymers

Contractor Signature



Quotation

923 Teal Drive Benicia, CA 94510 (866) 434-1772 (707) 746-7981 Quote #

16-1464

Contract #
Bid Date

03-0G0404

_(0,00

3/3/2016

California Small Business # 25239 merritt@kwikbondpolymers.com Terms

net 30

Description	Gallons	Unit Price	Total
High Molecular Weight Methacrylate Sealer		8	2 12 12 12 12 12 12 12 12 12 12 12 12 12
KBP 204	833	\$40.00	\$33,320.00
Monomer - promoter - accelerator - initator			
	Quantity	Unit Price	
Top Sand Pallets	6	\$252.00	\$1,512.00
Estimated Freight			\$650.00
Sales Tax 8.00%			\$2,786.56
		Total	\$38,268.56

Note: The quoted price is based on shipping full totes or drums of KBP-204 KBP-103 / KBP Flex monomer with the appropriate initiators in standard sized containers. Store KBP 204 at <80 F and out of direct sunlight. Sales Tax rate subject to change. Freight rates are estimates only and may change. Tech Service Fee - \$450/day plus all travel expenses- air, car, hotel, meals expenses based on actual cost.

Freight is an estimate only and based on full truck load releases of material. Freight rates are subject to change without notice based on availability & current market prices at time of delivery. Actual freight costs for shipping all material and associated demurrage, back haul, and fuel surcharges charges will be billed to contractor.

Lead Time: Contractors should allow maximum lead time, but not less than 5 weeks prior to delivery date.

Terms: Quotation is subject to Kwik Bond Polymers, LLC Standard Terms & Conditions in effect at the time of this quotation.

Delivery is subject to contractor being current on all obligations owed to Kwik Bond Polymers on all projects as of the date of requested delivery.

Quote must be signed and returned within 60 days of quote date Prices are valid through 12-31-2016

Merritt Hanson - Kwik Bond Polymers

Contractor Signature



923 Teal Drive Benicia, CA 94510 (866) 434-1772 (707) 746-7981 Fax

Standard Terms and Conditions of Sale

- This quotation is subject to product availability. Kwik Bond Polymers, LLC is not responsible for material shortages not within its control.
- 2. This quotation will become a commitment by Kwik Bond Polymers, LLC only after receipt of written acceptance from the contractor accepting all the terms and conditions set forth as part of Kwik Bond's quotation. An estimated ship date is required as part of the quotation acceptance. A firm price will be quoted for a specified period of time. Otherwise, the attached quotation is good for 90 days only. Any shipments after the quoted firm protection period are subject to price escalations. For longer term projects, an estimated escalation percentage will be provided at bid time. Unless price guarantees are secured by written acceptance of a quotation, a letter of intent to accept quotation subject to award of contract, or Material Purchase Contract, prices quoted for any contract are subject to change without prior notification.
- 3. Mineral aggregates will be supplied in 1.5 or 2 ton super sacks. Aggregates are available in 50 lb bags at adjusted pricing unless specifically included in this quotation. Broadcast sand will be available in 50 lb bags. Pallets are non-refundable and become the property of the purchasing contractor. Due to liability limitations super sacks are not reusable and become the property of the Contractor. Super sacks and broadcast sand will include shrink-wrapping for full pallet quantities.
- 4. Large overlay projects requiring more than 10 truckloads of aggregates may require stockpiling of aggregates. Kwik Bond Polymers, LLC will invoice for materials-on-hand or a progress invoice for materials delivered to a project. Payment for stockpiled materials must be made according to these Standard Terms and Conditions.
- 5. Resin will be supplied in 496 lb drums or tank trucks. 3,000 lb totes may be available from time to time and are subject to additional fees. For drum shipments, the empty drums become the property of the contractor. For Tank Truck shipments, there is a \$150.00/day demurrage charge to Contractor for dropped trailers and a bobtail charge of \$2.50/mile to and from origination point to jobsite. For multiple tank truck shipments, an accurate schedule of deliveries is required at least 5 weeks prior to start of project or necessary transportation may be unavailable resulting in delays and/or additional expenses to Contractor.
- 6. The quantity quoted for any given project, is an estimated quantity and does not provide for any waste. Contractor should allow for approximately 5% waste from the trial slabs required, calibration of equipment, and buildup on equipment. Contractor will be invoiced for actual quantities ordered and delivered at the above unit prices regardless of whether the actual quantities delivered are within the quantities paid for by the project owner.
- 7. Kwik Bond Polymers, LLC is not responsible for unloading materials from delivery trucks at job sites. Please be sure to coordinate delivery schedules and unloading manpower. Contractor is responsible for any unloading delay fees.

February 3, 2014 Page

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- 8. Terms of sale: Terms are 1% discount off invoice price, not including freight or sales tax, for payments received within 10 days of invoice date or full invoice price due in net 30 days. All materials must be paid for, in full, within 60 days of ship date regardless of Contractor receiving payment from the specifying agency. Any payments past 60 days, from date of ship date, will be charged a finance charge equal to 1.5% per month (18% per annum) of the outstanding balance from the ship date until payment is received. Kwik Bond Polymers, LLC is not subject to any "pay when paid" or "pay if paid" clause in Contractor's contract documents. No shipment will be made if there are outstanding balances owing to Kwik Bond Polymers, LLC on this or any other job which are past due, until all outstanding balances are brought current. Kwik Bond Polymers, LLC shall not be liable to Contractor for any consequential damages, liquidated damages, or penalties suffered by Contractor as a result of cessation of shipments hereunder.
- Materials handling and Storage: Contractor is required to protect the aggregates from moisture contamination. The Contractor is also responsible for the safe storage of all materials supplied. Methacrylate monomer, Binder resin and catalysts must be stored in a cool, dry location. Temperature exposure must be less than 80° F. Drums and totes of material must be shaded from direct sunlight as well. Contractor shall make provisions to protect materials from high temperatures. Promoters/cobalts and peroxides are incompatible materials and must be stored away from each other. Contractor will arrange with Kwik Bond Polymers, LLC for a training meeting in the safe handling and application of high molecular weight methacrylate sealer materials prior to delivery.
- 10. Materials Return Policy: Mineral aggregates cannot, under any circumstances, be returned for credit. Other products in unopened containers as determined in the sole opinion of Kwik Bond Polymers, LLC, proven to be stored properly, and less than 6 months old, will be considered for return for credit but subject to a 50% restocking charge. Materials cancelled, after manufacturing, are subject to a 50% restocking charge even if not delivered to the project site. All return shipping and loading expenses are for the account of the Contractor.
- 11. Kwik Bond Polymers, LLC warrants that all products supplied pursuant to this quotation shall conform in all respects to the applicable specifications for this project as of the date of delivery to Contractor. Kwik Bond Polymers, LLC further warrants that provided Contractor follows all storage, handling. mixing and application instructions, the final product shall perform in accordance with the applicable specifications for this project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness of use, except those set forth herein.
- 12. Kwik Bond's liability for failure of product shall be limited to replacement of any failed product or refund of the purchase price thereof, at Kwik Bond's option. Kwik Bond Polymers, LLC shall not be liable for damages, either direct or consequential, (including assessed penalties) arising out of any of the following:
 - Contractor's equipment failure, unskilled workers, acts of God, bad weather or ambient conditions below minimums or above maximums, failure to follow instructions, failure to follow mix designs, deck temperatures that are too high or low.
 - Delays to Contractor's performance of Contractor's contract due to circumstances beyond Kwik Bond's control including, but not limited to, delays in obtaining product approval, delays in placement of order by Contractor, unavailability of product or any component thereof.
 - Defective product which is adjusted pursuant to Kwik Bond Polymers LLC's warranty as provided above.

February 3, 2014
Page

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- 13. At all times during placing operations using these products, Contractor shall be prepared to implement appropriate remedial action, listed on product data sheets, or otherwise available to minimize damages and penalties which might result in the event of product failure or failure to set up within time requirements.
- 14. Contractor shall indemnify and hold Kwik Bond Polymers, LLC hamless from any liability for personal injury, property damage, contract damages, penalties, attorneys' fees, costs and litigation expenses arising out of Contractor's failure to follow Kwik Bond Polymers, LLC instructions regarding mix, design, application, storage and/or handling; failure to staff the job with qualified and trained personnel; failure of Contractor's equipment, or other cause enumerated in Section 12, above.
- 15. Materials and services supplied by Kwik Bond Polymers, LLC for this contract, are not subject to retention.
- 16. Kwik Bond Polymers, LLC may, at either its sole election, or as a result of a requirement of the agency having jurisdiction over the project, supply periodic visits by technical service advisers. Technical service advisers may survey the project conditions and provide suggestions to Contractor as to the use, storage, mixing and application of the Kwik Bond Polymers, LLC products sold hereunder. Technical service advisers' opinions are for information only. Contractor shall make all final decisions concerning use, storage, mixing and application of the Kwik Bond Polymers, LLC products, and Kwik Bond Polymers, LLC, and its technical service advisers shall have no liability for any opinions rendered while on the project. Kwik Bond Polymers, LLC technical service advisers do not control Contractor's work in completing the project, including the use of Kwik Bond Polymers, LLC's products.